

STATE OF DELAWARE Delaware Department of Education Office of Early Learning

April 6, 2020

ISSUED BY: Kim Klein

Director, Finance Office

302-735-4041

SUBJECT: AWARD NOTICE

CONTRACT NO. RFP 2020-10

Early Childhood Assistance Program

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid from July 1, 2020 thru June 30, 2021. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and Delaware Department of Education. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDOR

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Vendor Name	Address	Primary Contact Name	Phone	Email	FSF Number
A Leap of Faith Child Development Center, Inc.	1715 West 4 th Street Wilmington, DE 19805	Melanie Thomas- Price	302-543-6256	aleapoffaith68@yahoo.com	0000034058
Appoquinimink School District	313 S. 5 th Street Odessa, DE 19730	Sharon Pepukayi	302-376-4105	sharon.pepukayi@appo.k12.de.us	9529000000
Brandywine School District – Joseph Brumskill ECAP	701 West 24 th Street Wilmington, DE 19802	Heather Austin	302-218-2580	heather.austin@bsd.k12.de.us	9531000000
Capital School District	198 Commerce Way Dover, DE 19904	Kelly Green	302-857-4257	kelly.green@capital.k12.de.us	9513000000
Christina Cultural Arts Center	705 North Market Street Wilmington, DE 19801-3008	Shysheika Edwards	302-652-0101	sedwards@ccacde.org	000000015
Christina School District	620 E. Chestnut Hill Road Newark, DE 19713	Rebecca Ryan	302-454-2720	rebecca.ryan@christina.k12.de.us	9533000000
Colonial School District	318 East Basin Road New Castle, DE 19720	Jeffery Menzer	302-323-2710	jeffrey.menzer@colonial.k12.de.us	9534000000
Delaware Early Childhood Center	100 Mispillion & West Streets Harrington, DE 19952	Tanya Robinson	302-398-8945 ext. 101	tanya.robinson@lf.k12.de.us	9515000140

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Vendor Name	Address	Primary Contact Name	Phone	Email	FSF Number
DelTech – Owens Campus	21179 College Drive Georgetown, DE 19947	Bobbi Barends	302-259-6020	bobbi.barends@dtcc.edu	9004020000
Hilltop Lutheran Neighborhood Center, Inc.	1018 West Sixth Street Wilmington, DE 19805	Michelle Williams	302-656-3224	michelle.williams@hilltopLnc.org	000000057
Indian River School District	31 Hosier Street Selbyville, DE 19975	Mark Steele	302-436-1000	mark.steele@irsd.k12.de.us	9536000000
Kingswood Community Center	2300 Bowers Street Wilmington, DE 19805	Logan Herring	302-764-9022	Iherring@reachriverside.org	0000024327
Latin American Community Center	403 N. Van Buren Street Wilmington, DE 19805	Maria Matos	302-655-7338	khartz@thelatincenter.org	000000011
Milford Early Learning Center	901 N. Dupont Blvd. Milford, DE 19963	Esther Graham	302-422-6667	evgraham@comcast.net	0000034307
New Castle County Head Start, Inc.	256 Chapman Road, Suite 103 Newark, DE 19702	Jeffrey Benatti	302-452-1500	jbenatti@aol.com	0000025185
Precious Moments Education & Community Ctr	4607 S. DuPont Hwy Dover, DE 19901	Angela Wilson Bowers	302-632-7165	angelacwilson2016@hotmail.com	0000000226
Primeros Pasos, Inc.	20648 Savannah Road Georgetown, DE 19947	Sandra Baker	302-856-7406	director@primerospasosde.org	0000028108
Telamon Corporation	5560 Munford Road, Suite 201 Raleigh, NC 27612	Suzanne Orozco	919-851-7611	sorozco@telamon.org	000000039
Tender Loving Kare of Newark (Cadence Education)	22 People's Plaza Newark, DE 19702	Kyley Herron	302-836-1411	kyley.herron@cadence- education.com	0000027514

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Vendor Name	Address	Primary Contact Name	Phone	Email	FSF Number
University of Delaware Early Learning Center	489 Wyoming Road Newark, DE 19716	Allison Lutz	302-831-3634	amlutz@udel.edu	0000000033
Wilmington Head Start	100 W. 10th Street, Suite 1016 Wilmington, DE 19801	Karen Pierce	302-421-3620 ext. 113	kfpierce@wilmheadstart.org	0000026017

3. PRICING

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Prices quoted within each vendor proposal will remain firm for the term of the contract year.

ADDITIONAL TERMS AND CONDITIONS

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4. BILLING

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

5. PAYMENT

The Department of Education will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

6. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOE RFP 2020-10 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

7. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s).

8. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

9. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

10. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

11. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor,

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the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml.